

## CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

<b>I. (a) PLAINTIFFS</b> JOHN DUNN	<b>DEFENDANTS</b> STATE FARM FIRE & CASUALTY COMPANY
<b>(b)</b> County of Residence of First Listed Plaintiff <u>Berks County, PA</u> (EXCEPT IN U.S. PLAINTIFF CASES)	County of Residence of First Listed <u>MCLEAN, IL</u> (IN U.S. PLAINTIFF CASES ONLY)  NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.
<b>(c)</b> Attorney's (Firm Name, Address, and Telephone Number) Scott Gallant, Esquire One Penn Center, Suite 1270 1617 John F. Kennedy Boulevard, Philadelphia, PA 19103 (215) 568-2900	Attorneys (If Known) Pamela A. Carlos, Esquire, Bennett, Bricklin & Saltzburg, LLC, 1601 Market Street, 16th Floor, Philadelphia, PA 19103 - (215) 665-3315

<b>II. BASIS OF JURISDICTION</b> (Place an "X" in One Box Only)	<b>III. CITIZENSHIP OF PRINCIPAL PARTIES</b> (Place an "X" in One Box for Plaintiff and One Box for Defendant)										
<table style="width: 100%;"> <tr> <td style="width: 50%;"> <input checked="" type="checkbox"/> 1 U.S. Government Plaintiff         </td> <td style="width: 50%;"> <input type="checkbox"/> 3 Federal Question (U.S. Government Not a Party)         </td> </tr> <tr> <td> <input type="checkbox"/> 2 U.S. Government Defendant         </td> <td> <input checked="" type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)         </td> </tr> </table>	<input checked="" type="checkbox"/> 1 U.S. Government Plaintiff	<input type="checkbox"/> 3 Federal Question (U.S. Government Not a Party)	<input type="checkbox"/> 2 U.S. Government Defendant	<input checked="" type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)	<table style="width: 100%;"> <tr> <td style="width: 50%;"> <b>PTF</b>            Citizen of This State <input checked="" type="checkbox"/> 1         </td> <td style="width: 50%;"> <b>DEF</b>            Incorporated <i>or</i> Principal Place of Business In This State <input type="checkbox"/> 1         </td> </tr> <tr> <td>           Citizen of Another State <input type="checkbox"/> 2         </td> <td>           Incorporated <i>and</i> Principal Place of Business In Another State <input type="checkbox"/> 2         </td> </tr> <tr> <td>           Citizen or Subject of a Foreign Country <input type="checkbox"/> 3         </td> <td>           Foreign Nation <input type="checkbox"/> 3         </td> </tr> </table>	<b>PTF</b> Citizen of This State <input checked="" type="checkbox"/> 1	<b>DEF</b> Incorporated <i>or</i> Principal Place of Business In This State <input type="checkbox"/> 1	Citizen of Another State <input type="checkbox"/> 2	Incorporated <i>and</i> Principal Place of Business In Another State <input type="checkbox"/> 2	Citizen or Subject of a Foreign Country <input type="checkbox"/> 3	Foreign Nation <input type="checkbox"/> 3
<input checked="" type="checkbox"/> 1 U.S. Government Plaintiff	<input type="checkbox"/> 3 Federal Question (U.S. Government Not a Party)										
<input type="checkbox"/> 2 U.S. Government Defendant	<input checked="" type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)										
<b>PTF</b> Citizen of This State <input checked="" type="checkbox"/> 1	<b>DEF</b> Incorporated <i>or</i> Principal Place of Business In This State <input type="checkbox"/> 1										
Citizen of Another State <input type="checkbox"/> 2	Incorporated <i>and</i> Principal Place of Business In Another State <input type="checkbox"/> 2										
Citizen or Subject of a Foreign Country <input type="checkbox"/> 3	Foreign Nation <input type="checkbox"/> 3										

<b>IV. NATURE OF SUIT</b> (Place an "X" in One Box Only)					
<b>CONTRACT</b>	<b>TORTS</b>	<b>FORFEITURE/PENALTY</b>	<b>BANKRUPTCY</b>	<b>OTHER STATUTES</b>	
<input checked="" type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury  <b>CIVIL RIGHTS</b> <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	<b>PERSONAL INJURY</b> <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability  <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability  <b>PRISONER PETITIONS</b> <input type="checkbox"/> 510 Motions to Vacate Sentence <b>Habeas Corpus:</b> <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other  <b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157  <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark  <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))  <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes

<b>V. ORIGIN</b> (Place an "X" in One Box Only)						
<input checked="" type="checkbox"/> 1 Original Proceeding	<input checked="" type="checkbox"/> 2 Removed from State Court	<input type="checkbox"/> 3 Remanded from Appellate Court	<input type="checkbox"/> 4 Reinstated or Reopened	<input type="checkbox"/> 5 Transferred from another district (specify)	<input type="checkbox"/> 6 Multidistrict Litigation	<input type="checkbox"/> 7 Appeal to District Judge from Magistrate Judgment

<b>VI. CAUSE OF ACTION</b>	Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): <u>28 U.S.C. §§1332, 1441 and 1446</u> Brief description of cause: <u>breach of contract, bad faith pursuant to 42 Pa. C.S.A. 8371</u>
----------------------------	--

<b>VII. REQUESTED IN COMPLAINT:</b>	<input type="checkbox"/> CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23	<b>DEMAND \$</b> In excess \$75,000	CHECK YES only if demanded in complaint: <b>JURY DEMAND:</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
-------------------------------------	--	-------------------------------------	---

<b>VIII. RELATED CASE(S) IF ANY</b>	(See instructions): JUDGE _____	DOCKET NUMBER _____
-------------------------------------	---------------------------------	---------------------

DATE April 23, 2015	SIGNATURE OF ATTORNEY OF RECORD <i>Pamela A. Carlos</i>
------------------------	--

<b>FOR OFFICE USE ONLY</b>				
RECEIPT # _____	AMOUNT _____	APPLYING IFP _____	JUDGE _____	MAG. JUDGE _____

**FOR THE EASTERN DISTRICT OF PENNSYLVANIA — DESIGNATION FORM to be used by counsel to indicate the category of the case for the purpose of assignment to appropriate calendar.**

Address of Plaintiff: 1532 N. 11st Street, Reading, PA 19604

Address of Defendant: One State Farm Drive, Bloomington, Illinois, 61701

Address of Co-Defendant: \_\_\_\_\_

Place of Accident, Incident or Transaction 1532 N. 11st Street, Reading, PA 19604

(Use Reverse Side For Additional Space)

Does this civil action involve a nongovernmental corporate party with any parent corporation and any publicly held corporation owning 10% or more of its stock?

(Attach two copies of the Disclosure Statement Form in accordance with Fed.R.Civ.P. 7.1(a))

Yes ☐ No ☒

Does this case involve multidistrict litigation possibilities?

Yes ☐ No ☒

**RELATED CASE, IF ANY:**

Case Number: \_\_\_\_\_ Judge \_\_\_\_\_ Date Terminated: \_\_\_\_\_

Civil cases are deemed related when yes is answered to any of the following questions:

1. Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court? Yes ☐ No ☒
2. Does this case involve the same issue of fact or grow out of the same transaction as a prior suit pending or within one year previously terminated action in this court? Yes ☐ No ☒
3. Does this case involve the validity or infringement of a patent already in suit or any earlier numbered case pending or within one year previously terminated action in this court? Yes ☐ No ☒

**CIVIL: (Place ☒ in ONE CATEGORY ONLY)**

**A. Federal Question Cases:**

1. ☐ Indemnity Contract, Marine Contract, and All Other Contracts
2. ☐ FELA
3. ☐ Jones Act-Personal Injury
4. ☐ Antitrust
5. ☐ Patent
6. ☐ Labor-Management Relations
7. ☐ Civil Rights
8. ☐ Habeas Corpus
9. ☐ Securities Act(s) Cases
10. ☐ Social Security Review Cases
11. ☐ All other Federal Question Cases  
(Please specify)

**B. Diversity Jurisdiction Cases:**

1. ☒ Insurance Contract and Other Contracts
2. ☐ Airplane Personal Injury
3. ☐ Assault, Defamation
4. ☐ Marine Personal Injury
5. ☐ Motor Vehicle Personal Injury
6. ☐ Other Personal Injury (Please specify)
7. ☐ Products Liability
8. ☐ Products Liability — Asbestos
9. ☐ All other Diversity Cases  
(Please specify)

**ARBITRATION CERTIFICATION**

(Check appropriate Category)

I, \_\_\_\_\_, counsel of record do hereby certify:

- ☐ Pursuant to Local Civil Rule 53.2, Section 3(c)(2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of \$150,000.00 exclusive of interest and costs;
- ☐ Relief other than monetary damages is sought.

**DATE:** \_\_\_\_\_

Attorney-at-Law

Attorney I.D.#

**NOTE:** A trial de novo will be a trial by jury only if there has been compliance with F.R.C.P. 38.

**I certify that, to my knowledge, the within case is not related to any case now pending or within one year previously terminated action in this court except as noted above.**

**DATE:** April 23, 2015

Patricia A. Carlos  
Attorney-at-Law

56396

Attorney I.D.#

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

**CASE MANAGEMENT TRACK DESIGNATION FORM**

JOHN DUNN

vs.

STATE FARM FIRE AND  
CASUALTY COMPANY:  
:  
:  
:  
:  
:

NO.

In accordance with the Civil Justice Expense and Delay Reduction Plan of this court, counsel for plaintiff shall complete a case Management Track Designation Form in all civil cases at the time of filing the complaint and serve a copy on all defendants. (See § 1:03 of the plan set forth on the reverse side of this form.) In the event that a defendant does not agree with the plaintiff regarding said designation, that defendant shall, with its first appearance, submit to the clerk of court and serve on the plaintiff and all other parties, a case management track designation form specifying the track to which that defendant believes the case should be assigned.

**SELECT ONE OF THE FOLLOWING CASE MANAGEMENT TRACKS:**

- (a) Habeas Corpus – Cases brought under 28 U.S.C. §2241 through §2255. ( )
- (b) Social Security – Cases requesting review of a decision of the Secretary of Health and Human Services denying plaintiff Social Security Benefits ( )
- (c) Arbitration – Cases required to be designated for arbitration under Local Civil Rule 53.2. ( )
- (d) Asbestos – Cases involving claims for personal injury or property damage from exposure to asbestos. ( )
- (e) Special Management – Cases that do not fall into tracks (a) through (d) that are commonly referred to as complex and that need special or intense management by the court. (See reverse side of this form for a detailed explanation of special management cases.) ( )
- (f) Standard Management – Cases that do not fall into any one of the other tracks. (X)

04/23/15

Date

*Pamela A. Carlos*  
Pamela A. Carlos, Esquire  
Attorney-at-law

State Farm Fire & Casualty Company  
Attorney for Defendant

(215) 665-3315

Telephone

(215)561-6661

FAX Number

Carlos@bbs-law.com

E-Mail Address

**IN THE UNITED STATES DISTRICT COURT FOR THE  
EASTERN DISTRICT OF PENNSYLVANIA**

<u>JOHN DUNN</u>	:	
	:	
vs.	:	
	:	
<u>STATE FARM FIRE AND</u>	:	
<u>CASUALTY COMPANY</u>	:	NO.

**NOTICE FOR REMOVAL OF CIVIL ACTION  
FROM STATE COURT**

AND NOW, comes defendant, State Farm Fire and Casualty Company, (hereinafter "State Farm" or "defendant") for the purpose only of removing the case to the United States District Court for the Eastern District of Pennsylvania and respectfully avers as follows:

1. This is a civil action filed and now pending in the Court of Common Pleas of Philadelphia County, Pennsylvania, March Term, 2015 No. 03089.
2. Said action was commenced by the filing of a Complaint on March 25, 2015. The Complaint was served via certified mail on State Farm. A true and correct copy of plaintiff's Complaint is attached hereto, made a part hereof and marked as Exhibit "A".
3. The averments made herein are true and correct with respect to the date and time upon which suit was commenced and the date upon which this notice is being filed.
4. This suit is of a civil nature and involves a controversy between citizens of different states. Plaintiff is an individual who now, and was at the time plaintiff commenced this action, a citizen of this Commonwealth. Defendant State Farm is now and was at the time plaintiff commenced this civil action and filed his complaint, a corporation organized under the laws of the State of Illinois and with its principal place of business at One State Farm Plaza, Bloomington, Illinois.

5. Defendant, State Farm, has simultaneously with the filing of this notice, given written notice to the plaintiff.

6. Defendant, State Farm, is also filing a copy of the instant notice of removal and all attachments thereto with the Prothonotary of the Court of Common Pleas of Philadelphia County.

7. The Complaint asserts breach of contract and bad faith pursuant to 42 Pa.C.S.A. § 8371. The amount in controversy with regard to the breach of contract claim is listed to be less than \$50,000. Plaintiff also attached a complaint from his public adjuster which totals approximately \$31,198.78.<sup>1</sup>

8. In his bad faith claim, pursuant to 42 Pa. C.S.A. §8371, plaintiff seeks in addition to compensatory damages, interest upon the amount of the contract claim against defendant at prime rate plus three percent, punitive damages, attorney's fees and costs.

9. Defendant seeks to remove this matter to the United States District Court for the Eastern District of Pennsylvania. Defendant asserts that the amount in controversy in this matter exceeds \$75,000. As the moving party, defendant bears the burden of proving that jurisdiction is proper in federal court. Russ vs. State Farm Mut. Auto. Ins. Co., 961 F.Supp. 808, 810 (E.D. Pa. 1997).

10. In determining whether the jurisdiction amount has been satisfied, the Court must first look at the Complaint. Angus vs. Shiley, Inc., 989 F.2d 142, 145 (3rd Circ. 1993).

11. The underlying lawsuit as alleged in the Complaint arises out of defendant's handling of a property damage claim to plaintiff's property located at 1532 N. 11<sup>th</sup> Street in Reading, Pennsylvania for a loss that occurred on or about May 22, 2014.

12. There is no specific assertion as to the amount in controversy set forth in plaintiff's complaint. However, plaintiff avers in his breach of contract claim that the damages caused by

---

<sup>1</sup> Defense counsel contacted plaintiff's counsel to determine if plaintiff would be willing to stipulate to capping damages to \$75,000. Plaintiff's counsel stated that despite the public adjuster's estimate, he was unable to stipulate to capping damages which has required Liberty to file the instant removal.

the loss was less than \$50,000 and attach an estimate from Metro Public Adjusters as Exhibit "A" to the complaint which indicates total damages of approximately \$31,198.78. See Exhibit "A".

13. With reference to his bad faith claim pursuant to 42 Pa. C.S.A. §8371, plaintiff avers that he is seeking punitive damages, interest, as well as attorney's fees and costs for litigation. Attorney's fees must also be included in determining the amount in controversy. Neff vs. General Motors Corp., 163 F.R.D. 478, 482 (E.D. Pa. 1995). It would not be unreasonable to expect that over the course of an approximate six month litigation, counsel could incur costs and fees in an amount approaching \$15,000.

14. In addition, it is anticipated that plaintiff will also seek punitive damages pursuant to 42 Pa. C.S.A. §8371. Whether both actual and punitive damages are recoverable, punitive damages are properly considered in determining whether the jurisdictional amount has been satisfied. Bell vs. Preferred Life Assurance Soc'y, 320 U.S. 238, 240, 88 L. Ed. 15, 64 S. Ct. 5 (1943). The contractual amount in controversy alleged in the Complaint are approximately \$31,198.78 based on the allegations in the Complaint, coupled with estimated reasonable attorneys' fees, and if plaintiff is able to sustain a finding of bad faith, although the propriety of same is disputed by moving defendant, it is not unreasonable to expect that a punitive damage award five or six times the amount in controversy could be rendered by the trier of fact.

WHEREFORE, defendant, State Farm Fire and Casualty Company, hereby removes this suit to this Honorable Court pursuant to the laws of the United States in such cases made and provided.

By: PAC2642 Pamela A. Carlos  
PAMELA A. CARLOS, ESQUIRE  
LILY K. HUFFMAN, ESQUIRE  
Attorney for Defendant  
BENNETT, BRICKLIN & SALTZBURG LLC  
1601 Market Street, 16<sup>th</sup> Floor  
Philadelphia, PA 19103  
carlos@bbs-law.com  
(215)665-3315  
huffman@bbs-law.com  
(215) 665-3353



IN THE UNITED STATES DISTRICT COURT FOR THE  
EASTERN DISTRICT OF PENNSYLVANIA

\_\_\_\_\_  
JOHN DUNN :  
 :  
 :  
 vs. :  
 :  
 :  
 STATE FARM FIRE AND :  
 CASUALTY COMPANY : NO.

NOTICE OF REMOVAL

TO: Scott Gallant, Esquire  
One Penn Center, Suite 1270  
1617 John F. Kennedy Boulevard  
Philadelphia, PA 19103

PLEASE TAKE NOTICE that defendant, State Farm Fire and Casualty Company has filed in this Court a verified Notice for Removal of the State Court action, John Dunn vs. State Farm Fire and Casualty Company, now pending in the Court of Common Pleas of Philadelphia County, Pennsylvania, March Term, 2015, No. 03089.

PLEASE TAKE FURTHER NOTICE that a certified copy of the Notice of Removal will be filed with the Prothonotary of the Court of Common Pleas of Philadelphia County, Pennsylvania.

PLEASE BE ADVISED that by virtue of 28 U.S.C. §1446(f), the State action is now removed to this Court. The State Court has no further jurisdiction over this action and you should proceed no further in that Court or under its authority.

BY: Pamela A. Carlos  
PAMELA A. CARLOS, ESQUIRE  
LILY K. HUFFMAN, ESQUIRE  
Attorneys for Defendant  
BENNETT, BRICKLIN & SALTZBURG LLC  
1601 Market Street, 16<sup>th</sup> Floor  
Philadelphia, PA 19103  
carlos@bbs-law.com  
(215) 665-3315  
huffman@bbs-law.com  
(215) 665-3353

DATE: 04/23/15

IN THE UNITED STATES DISTRICT COURT FOR THE  
EASTERN DISTRICT OF PENNSYLVANIA

JOHN DUNN

vs.

STATE FARM FIRE AND  
CASUALTY COMPANY

:  
:  
:  
:  
:  
:  
NO.

**DEFENDANT'S CERTIFICATION OF FILING OF  
COPY OF NOTICE OF REMOVAL WITH STATE COURT**

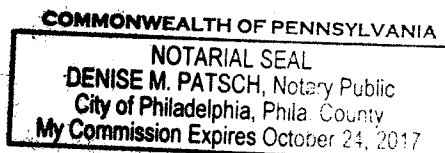
Pamela A. Carlos, Esquire, being duly sworn according to law, deposes and says that she is a member with the law firm of Bennett, Bricklin & Saltzburg LLC, attorneys for defendant, State Farm Fire and Casualty Company.

That she did direct the filing with the Prothonotary of the Court of Common Pleas of Philadelphia County a copy of the Notice of Removal, attached hereto, said filing to be made on April 23, 2015.

BY: Pamela A. Carlos  
PAMELA A. CARLOS, ESQUIRE  
Attorney for defendant  
BENNETT, BRICKLIN & SALTZBURG LLC  
1601 Market Street, 16<sup>th</sup> Floor  
Philadelphia, PA 19103  
Carlos@bbs-law.com  
(215) 665-3315

Sworn to and subscribed  
before me this 23th day  
of April, 2015.

Denise M. Patsch  
NOTARY PUBLIC





IN THE UNITED STATES DISTRICT COURT FOR THE  
EASTERN DISTRICT OF PENNSYLVANIA

JOHN DUNN

vs.

STATE FARM FIRE AND  
CASUALTY COMPANY

:  
:  
:  
:  
:  
:  
NO.

CERTIFICATE OF SERVICE

Pamela A. Carlos, Esquire, being duly sworn according to law, deposes and says that she is an attorney with the law firm of Bennett, Bricklin & Saltzburg LLC, attorneys for defendant, State Farm Fire and Casualty Company and that she certifies that a true and correct copy of this Removal Petition was filed electronically and is available for viewing and downloading from the Electronic Case filing system which constitutes service upon the following counsel of record :

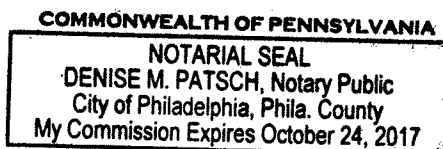
Scott Gallant, Esquire  
One Penn Center, Suite 1270  
1617 John F. Kennedy Boulevard  
Philadelphia, PA 19103

BY:

Pamela A. Carlos  
PAMELA A. CARLOS, ESQUIRE  
Attorney for Defendant  
BENNETT, BRICKLIN & SALTZBURG LLC  
1601 Market Street, 16<sup>th</sup> Floor  
Philadelphia, PA 19103  
(215) 665-3353

Sworn to and subscribed  
before me this 23th day  
of April, 2015.

Denise M. Patsch  
NOTARY PUBLIC



**AFFIDAVIT**

I, Pamela A. Carlos, Esquire, being duly sworn according to law, do hereby depose and state that I am the attorney for Defendant, State Farm Fire and Casualty Company, the Petitioner in the foregoing Notice of Removal, that I have been duly authorized by the Petitioner to execute this Affidavit, that I am familiar with the facts involved in this matter, and that the allegations set forth in the foregoing Notice of Removal are true and correct to the best of my knowledge, information and belief.

Pamela A. Carlos  
PAMELA A. CARLOS, ESQUIRE

DATE: April 23, 2015

# **EXHIBIT “A”**

**GALLANT & PARLOW, P.C.**

*attorneys at law*

ONE PENN CENTER • SUITE 1270  
1617 JOHN F. KENNEDY BOULEVARD  
PHILADELPHIA, PA 19103

TELEPHONE: (215) 568-2900  
FAX: (215) 568-2901

email: sgallant@gallantparlow.com

SCOTT R. GALLANT\*  
MICHAEL K. PARLOW  
DAVID S. BERGSTRALH\*  
MICHAEL N. HADGIS\*  
PAUL G. LANG

\*ALSO ADMITTED IN NJ

FILE NO.:

6295

March 26, 2015

Rec'd in Corporate Law

MAR 30 2015

Litigation Section B-3

BUCKS COUNTY OFFICE

3618 HULMEVILLE ROAD  
BENSALEM, PA 19020  
TELEPHONE: (215) 639-4400  
FAX: (215) 639-4406

NEW JERSEY OFFICE

411 ROUTE 70 EAST • SUITE 200  
CHERRY HILL, NJ 08034  
TELEPHONE: (856) 489-0600  
FAX: (856) 482-5651

**CERTIFIED MAIL RRR**

**7013 1710-0002 2177 1079**

State Farm Fire & Casualty Company  
One State Farm Plaza  
Bloomington, IL 61710-0001

**RE: John Dunn v. State Farm Fire & Casualty Company**  
**Philadelphia County, CCP, march Term, 2015, No. 3089**

Dear Sir/Madam:

Enclosed please find a Civil Action Complaint, which has been filed against you in the above-referenced matter. I would advise you to forward this document to your attorney immediately as it requires an Answer within thirty (30) days. If you would like to discuss an amicable resolution of this matter, please do not hesitate to contact me.

Thank you for your attention to this matter.

Very truly yours,  
GALLANT & PARLOW, P.C.

  
SCOTT R. GALLANT

SRG/kc  
Enclosure

Court of Common Pleas of Philadelphia County  
Trial Division  
**Civil Cover Sheet**

		For Prothonotary Use Only (Docket Number)	
PLAINTIFF'S NAME JOHN DUNN		<b>MARCH 2015</b> E-Filing Number: 1503049497 <b>003089</b>	
PLAINTIFF'S ADDRESS 1532 NORTH 11TH STREET READING PA 19604		DEFENDANT'S ADDRESS ONE STATE FARM PLAZA BLOOMINGTON IL 61710-0001	
PLAINTIFF'S NAME		DEFENDANT'S NAME	
PLAINTIFF'S ADDRESS		DEFENDANT'S ADDRESS	
PLAINTIFF'S NAME		DEFENDANT'S NAME	
PLAINTIFF'S ADDRESS		DEFENDANT'S ADDRESS	
TOTAL NUMBER OF PLAINTIFFS 1	TOTAL NUMBER OF DEFENDANTS 1	COMMENCEMENT OF ACTION <input checked="" type="checkbox"/> Complaint <input type="checkbox"/> Petition Action <input type="checkbox"/> Notice of Appeal <input type="checkbox"/> Writ of Summons <input checked="" type="checkbox"/> Transfer From Other Jurisdictions	
AMOUNT IN CONTROVERSY <input checked="" type="checkbox"/> \$50,000.00 or less <input type="checkbox"/> More than \$50,000.00	COURT PROGRAMS <input checked="" type="checkbox"/> Arbitration <input type="checkbox"/> Mass Tort <input type="checkbox"/> Jury <input type="checkbox"/> Savings Action <input type="checkbox"/> Non-Jury <input type="checkbox"/> Petition <input type="checkbox"/> Other:		
CASE TYPE AND CODE 10 - CONTRACTS OTHER			
STATUTORY BASIS FOR CAUSE OF ACTION			
RELATED PENDING CASES (LIST BY CASE CAPTION AND DOCKET NUMBER)		<b>FILED PROTHONOTARY MAR 25 2015 K. EDWARDS</b>	
		IS CASE SUBJECT TO COORDINATION ORDER? YES    NO	
TO THE PROTHONOTARY: Kindly enter my appearance on behalf of Plaintiff/Petitioner/Appellant: <u>JOHN DUNN</u> Papers may be served at the address set forth below.			
NAME OF PLAINTIFF'S/PETITIONER'S/APPELLANT'S ATTORNEY SCOTT R. GALLANT		ADDRESS GALLANT & PARLOW P.C. ONE PENN CENTER, SUITE 1270 1617 JOHN F. KENNEDY BOULEVARD PHILADELPHIA PA 19103	
PHONE NUMBER (215) 568-2900	FAX NUMBER (215) 568-2901		
SUPREME COURT IDENTIFICATION NO. 69676		E-MAIL ADDRESS sgallant@gallantparlow.com	
SIGNATURE OF FILING ATTORNEY OR PARTY SCOTT GALLANT		DATE SUBMITTED Wednesday, March 25, 2015, 09:53 am	

USTED ESTA ORDENADO COMPARECER EN Arbitration Hearing 1880 JFK Blvd. 5th fl. at 09:15 AM - 12/18/2015  
 You must still comply with the notice below. USTED TODAVIA DEBE CUPLIR CON EL AVISO PARA DEFENDERSE.

This matter will be heard by a Board of Arbitrators at the time, date and place specified but, if one or more parties is not present at the hearing, the matter may be heard at the same time and date before a judge of the court without the absent party or parties. There is no right to a trial de novo on appeal from a decision entered by a Judge.

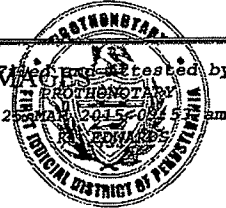
**GALLANT & PARLOW, P.C.**

By: **SCOTT R. GALLANT, ESQUIRE**

Identification No. 69676  
 One Penn Center, Suite 1270  
 1617 John F. Kennedy Boulevard  
 Philadelphia, PA 19103  
[sgallant@gallantparlow.com](mailto:sgallant@gallantparlow.com)  
 (215) 568-2900

**IN ARBITRATION**

**ASSESSMENT OF DAMAGES**  
**HEARING REQUIRED**



Attorney for Plaintiff

JOHN DUNN  
 1532 N. 11<sup>th</sup> Street  
 Reading, PA 19604

PHILADELPHIA COUNTY  
 COURT OF COMMON PLEAS

v.

MARCH TERM, 2015  
 NO.

STATE FARM FIRE & CASUALTY  
 COMPANY  
 One State Farm Plaza  
 Bloomington, IL 61710-0001

### CIVIL ACTION

#### NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you. You should take this paper to your lawyer at once. If you do not have a lawyer or cannot afford one, go to or telephone the office set forth below to find out where you can get legal help.

#### AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las páginas siguientes, usted tiene veinte (20) días de plazo al partir de la fecha de la demanda y la notificación. Hace falta asentar una comparencia escrita o en persona o a entregar a la corte en forma con un abogado y escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomará medidas y puede continuar la demandante y la demanda en contra suya sin previo aviso o notificación. Además, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted. INMEDIATAMENTE. SI NO TIENE ABOGADO O SINO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELÉFONO A LA OFICINA CUYA DIRECCIÓN SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL

**PHILADELPHIA COUNTY BAR ASSOCIATION**  
**LAWYER REFERRAL AND INFORMATION SERVICE**  
*One Reading Center*  
**PHILADELPHIA, PENNSYLVANIA 19107**  
 TELEPHONE: (215) 238-6333

**GALLANT & PARLOW, P.C.**

By: SCOTT R. GALLANT, ESQUIRE  
 Identification No. 69676  
 One Penn Center, Suite 1270  
 1617 John F. Kennedy Boulevard  
 Philadelphia, PA 19103  
[sgallant@gallantparlow.com](mailto:sgallant@gallantparlow.com)  
 (215) 568-2900

IN ARBITRATION  
 ASSESSMENT OF DAMAGES  
 HEARING REQUIRED

Attorney for Plaintiff

JOHN DUNN  
 1532 N. 11<sup>th</sup> Street  
 Reading, PA 19604

v.

STATE FARM FIRE & CASUALTY  
 COMPANY  
 One State Farm Plaza  
 Bloomington, IL 61710-0001

PHILADELPHIA COUNTY  
 COURT OF COMMON PLEAS  
  
 MARCH TERM, 2015  
 NO.

**CIVIL ACTION**  
**(1C. Contracts & Bad Faith)**

1. Plaintiff, John Dunn, is an adult individual residing at the address as set forth above.
2. Defendant, State Farm Fire & Casualty Insurance Company, is a corporation, incorporation, company, limited liability company, or other similar corporate entity duly organized and existing and licensed to issue policies of insurance in the Commonwealth of Pennsylvania and maintains its principal place of business at the address set forth above.
3. Defendant regularly conducts business in the City and County of Philadelphia.
4. Defendant, in its regular course of business, issued to Plaintiff a policy of insurance, Policy No. 78NX58952, covering Plaintiff's premises located at 1532 North 11<sup>th</sup> Street, Reading, PA 19604. Plaintiff is not in possession of the entire policy and it is alleged that said policy is in the possession of Defendant.



5. At all times material hereto, Defendant was acting either individually or through its duly authorized agents, servants, workmen or employees, who were acting within the course and scope of their employment and on the business of said employer.

6. On or about May 22, 2014, while said policy of insurance was in full force and effect, Plaintiff suffered a sudden and accidental direct physical loss due to wind, hail and rain, resulting in damage to the insured premises in those areas and to the extent set forth in the Estimate of Loss of Metro Public Adjustment, Inc., a true and correct copy of which is attached hereto, made part hereof, and marked Exhibit "A".

7. Notice of Plaintiff's covered loss was given to Defendant in a prompt and timely manner and Plaintiff has done and otherwise performed all things required of him under the policy of insurance issued by Defendant, including cooperating with Defendant's investigation; mitigating damages where reasonable, required and/or possible; providing Defendant with all available information and complying with all conditions precedent.

8. Defendant, despite demand for benefits under its policy of insurance has failed and refused to pay to Plaintiff those benefits due and owing under said policy of insurance.

9. Solely as a result of Defendant's failure and refusal to pay benefits to Plaintiff as required under the aforementioned policy of insurance, as well as the mishandling of Plaintiff's claim, Plaintiff has suffered loss and damage in an amount not in excess of Fifty Thousand Dollars (\$50,000.00).

**COUNT I - BREACH OF CONTRACT**

10. Plaintiff incorporates by reference herein the facts and allegations contained in the preceding paragraphs as though same were set forth herein at length.

11. Defendant has breached its contractual obligations to pay benefits to Plaintiff for a

loss covered under Defendant's policy of insurance.

**WHEREFORE**, Plaintiff, John Dunn, demands judgment against Defendant, State Farm Fire & Casualty Insurance Company in an amount not in excess of Fifty Thousand Dollars (\$50,000.00) together with interest and costs.

**COUNT II - BAD FAITH**

12. Plaintiff incorporates by reference herein the facts and allegations contained in the preceding paragraphs as though same were set forth herein at length.

13. Defendant has engaged in Bad Faith conduct toward Plaintiff and has treated Plaintiff unreasonably and unfairly with respect to its adjustment of Plaintiff's covered loss, in violation of 42 Pa.C.S.A. § 8371.

14. In furtherance of its bad faith and wrongful denial and refusal to pay benefits for Plaintiff's covered loss, Defendant, acting by and through its duly authorized agents, servants, workmen or employees, has engaged in the following conduct:

(a) in forwarding correspondence to Plaintiff and/or Plaintiff's representative, representing to Plaintiff and/or Plaintiff's representatives that his claim was not, in fact, covered under Defendant's policy of insurance when Defendant knew or should have known that such representation was false and misleading.

(b) in failing to effectuate a prompt, fair and equitable settlement of Plaintiff's claim when its liability under the policy became reasonably clear;

(c) in misrepresenting pertinent facts or policy or contract provisions relating to the coverages at issue;

(d) in treating the Plaintiff with reckless indifference and disregard under the circumstances;

(e) in not having a reasonable basis for denying Plaintiff's benefits under the policy and in knowingly or recklessly disregarding its lack of reasonable basis when it denied Plaintiff's claim;

(f) in interpreting ambiguous terms, provisions and/or conditions of the aforementioned policy in its favor and against Plaintiff.

15. Solely as a result of Defendant's bad faith misconduct as aforesaid, Plaintiff has been required to obtain counsel to commence the present action to recover benefits due and owing under the policy of insurance issued by Defendant for Plaintiff's covered loss, and has incurred costs and other expenses in connection with said claim.

**WHEREFORE**, Plaintiff, John Dunn, demands judgment against Defendant, State Farm Fire & Casualty Insurance Company, for punitive damages, counsel fees and costs, together with interest on Plaintiff's claim, in an amount not in excess of Fifty Thousand Dollars (\$50,000.00).

**GALLANT & PARLOW, P.C.**

BY: /s/Scott R. Gallant  
SCOTT R. GALLANT, ESQUIRE  
Attorney for Plaintiff

Date: March 25, 2015

**VERIFICATION**

The undersigned, having read the attached document, verifies that the within document is based on information furnished to counsel, which information has been gathered by counsel in the course of this lawsuit. The language of the document is that of counsel and not of signer. Signer verifies that he/she has read the within document and that it is true and correct to the best of signer's knowledge, information and belief. To the extent that the contents of the document are that of counsel, verifier has relied upon counsel in taking this Verification. This Verification is made subject to the penalties of 18 Pa. C.S.A. §4904 relating to unsworn falsification to authorities.

X   
JOHN DUNN

**FILE NO.: 6295**

# EXHIBIT A



Insured: John Dunn  
 Property: 1532 N. 11th St.  
 Reading, PA 19604

Claim Rep.: Chris Powers  
 Company: Metro Public Adjustment

Estimator: Chris Powers  
 Company: Metro Public Adjustment

Claim Number: 385H49752

Policy Number: 78-NX-5895-2

Type of Loss: Hail

Date of Loss: 5/22/2014  
 Date Inspected:

Date Received:  
 Date Entered: 12/10/2014 3:58 PM

Price List: PARE7X\_NOV14  
 Restoration/Service/Remodel  
 Estimate: DUNN

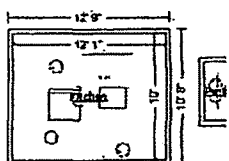
The following estimate is only an approximation of the damages suffered, or expenses incurred, by the insured. No warranty or representation with regard to the accuracy of the estimate is expressed or implied and none should be inferred. The actual damages suffered, or expenses incurred, could be higher or lower than the estimate, even significantly, depending on variances in a number of factors affecting the estimate and the accuracy of the information and assumptions upon which the estimate is based. The estimate is based upon, among other things: information provided to us by the insured; our own observations; measurements taken by our own representatives, the insured and others engaged by the insured; as well as certain assumptions made by us. Many factors may effect the amount of the estimate where compensation has already been received by the insured for the damage, and with regard to which payment we were not informed; the cost of one contractor varying from another contractor as a result of a number of factors, including, without limitation, the quality of the work, the quality of the materials, or warranties provided by such contractors; damages that were not observed at the time the estimate was rendered because of a lack of accessibility or weather; and all other factors beyond our reasonable control. This estimate has been calculated for informational purposes only, and is based upon our good faith belief as the damages suffered or expenses incurred as a result of the particular loss, and only represents one opinion as to the method of repair, restoration, or replacement. Any reliance on the estimate is at your own risk and you agree to hold Metro Public Adjustment, Inc., its representatives, employees, agents, officers, and principals harmless in the event of such reliance.  
 Copyright 1996 Metro Public Adjustment, Inc.



**DUNN**  
**Main Level**

**Main Level**

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
4. R&R Furring strip - 2" x 2"	600.00 SF	0.37	0.88	750.00
10. Insulation - Labor Minimum allow for damaged insulation in attic	1.00 EA	0.00	183.80	183.80
<b>Total: Main Level</b>				<b>933.80</b>



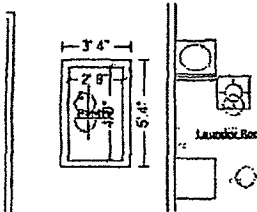
**Kitchen**

**Height: 8' 8"**

382.78 SF Walls	120.83 SF Ceiling
503.61 SF Walls & Ceiling	120.83 SF Floor
13.43 SY Flooring	44.17 LF Floor Perimeter
44.17 LF Ceil. Perimeter	

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
11. Content Manipulation charge - per hour	2.00 HR	0.00	28.84	57.68
14. Interior Plaster Repair - Min. Charge - Labor and Material	1.00 EA	0.00	282.92	282.92
17. Floor protection - self-adhesive plastic film	120.83 SF	0.00	0.50	60.42
20. R&R Acoustic ceiling tile - High grade	120.83 SF	0.47	3.60	491.78
23. Seal/prime then paint the walls and ceiling (2 coats) - 2 colors	503.61 SF	0.00	0.78	392.82
30. Built-in oven - Detach & reset	1.00 EA	0.00	119.56	119.56
31. Refrigerator - Remove & reset	1.00 EA	0.00	28.45	28.45
32. Radiator unit - Large - Detach & reset	1.00 EA	0.00	257.07	257.07
34. Shelving - Detach & reset	4.00 LF	0.00	6.06	24.24
35. Final cleaning - construction - Residential	120.83 SF	0.00	0.15	18.12
<b>Totals: Kitchen</b>				<b>1,733.06</b>



**Pantry**

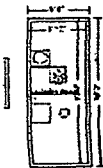
Height: 8' 8"

127.11 SF Walls	12.44 SF Ceiling
139.56 SF Walls & Ceiling	12.44 SF Floor
1.38 SY Flooring	14.67 LF Floor Perimeter
14.67 LF Ceil. Perimeter	

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
12. Content Manipulation charge - per hour	1.00 HR	0.00	28.84	28.84
15. Plaster patch / small repair - ready for paint	1.00 EA	0.00	181.07	181.07
18. Floor protection - self-adhesive plastic film	12.44 SF	0.00	0.50	6.22
22. Seal/prime then paint the walls and ceiling (2 coats)	139.56 SF	0.00	0.70	97.69
24. Shelving - Detach & reset	13.00 LF	0.00	6.06	78.78
25. Shelving - Detach & reset	10.67 LF	0.00	6.06	64.66
36. Final cleaning - construction - Residential	12.44 SF	0.00	0.15	1.87

Totals: Pantry

459.13

**Laundry Room**

Height: 8' 8"

369.78 SF Walls	90.42 SF Ceiling
460.19 SF Walls & Ceiling	90.42 SF Floor
10.05 SY Flooring	42.67 LF Floor Perimeter
42.67 LF Ceil. Perimeter	

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
13. Content Manipulation charge - per hour	1.00 HR	0.00	28.84	28.84
16. Drywall - Labor Minimum	1.00 EA	0.00	249.05	249.05
19. Floor protection - self-adhesive plastic film	90.42 SF	0.00	0.50	45.21
21. Seal/prime then paint the walls and ceiling (2 coats)	460.19 SF	0.00	0.70	322.13
27. Dryer - Remove & reset	1.00 EA	0.00	21.36	21.36
28. Washer - Extractor - Remove & reset	1.00 EA	0.00	73.84	73.84
29. Light fixture - Detach & reset	1.00 EA	0.00	30.96	30.96

DUNN

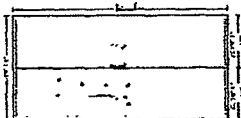
1/7/2015

Page: 3



## CONTINUED - Laundry Room

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
37. Final cleaning - construction - Residential	90.42 SF	0.00	0.15	13.56
Totals: Laundry Room				784.95



## Roof

2,971.55 Surface Area  
228.31 Total Perimeter Length

29.72 Number of Squares  
74.00 Total Ridge Length

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
1. R&R Masonry chimney and flue	7.98 LF	51.46	240.46	2,329.52
2. R&R Chimney flashing - average (32" x 36")	1.00 EA	14.48	262.54	277.02
3. Dumpster load - Approx. 20 yards, 4 tons of debris	1.00 EA	520.00	0.00	520.00
5. Remove Slate roofing - High grade - 18" to 24" tall	14.86 SQ	128.41	0.00	1,908.17
6. Slate roofing - High grade - 18" to 24" tall	14.86 SQ	0.00	1,080.72	16,059.50
7. Scaffold - per section (per day)	50.00 DA	0.00	16.20	810.00
8. Remove Additional charge for high roof (2 stories or greater)	14.86 SQ	4.08	0.00	60.63
9. Additional charge for high roof (2 stories or greater)	14.86 SQ	0.00	13.11	194.81
26. R&R Flashing - pipe jack	3.00 EA	5.44	28.30	101.22
Totals: Roof				22,260.87
Total: Main Level				26,171.81
Line Item Totals: DUNN				26,171.81

DUNN

1/7/2015

Page: 4

Case ID: 150303089

**Grand Total Areas:**

879.67 SF Walls	223.69 SF Ceiling	1,103.36 SF Walls and Ceiling
223.69 SF Floor	24.85 SY Flooring	101.50 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	101.50 LF Ceil. Perimeter
223.69 Floor Area	258.86 Total Area	879.67 Interior Wall Area
1,334.89 Exterior Wall Area	109.50 Exterior Perimeter of Walls	
2,971.55 Surface Area	29.72 Number of Squares	228.31 Total Perimeter Length
74.00 Total Ridge Length	0.00 Total Hip Length	



### Summary for Dwelling

Line Item Total			26,171.81
Material Sales Tax	@	6.000%	658.44
Subtotal			26,830.25
Overhead	@	10.0%	2,683.06
Profit	@	10.0%	2,683.06
Cleaning Sales Tax	@	6.000%	2.41
Replacement Cost Value			\$32,198.78
Less Deductible			(1,000.00)
Net Claim			\$31,198.78

Chris Powers



### Recap by Room

Estimate: DUNN

Area: Main Level	933.80	3.57%
Kitchen	1,733.06	6.62%
Pantry	459.13	1.75%
Laundry Room	784.95	3.00%
Roof	22,260.87	85.06%
<hr/>		
Area Subtotal: Main Level	26,171.81	100.00%
<hr/>		
Subtotal of Areas	26,171.81	100.00%
<hr/>		
Total	26,171.81	100.00%

DUNN

1/7/2015

Page: 7

Case ID: 150303089



## Recap by Category

O&P Items		Total	%
ACOUSTICAL TREATMENTS		434.99	1.35%
APPLIANCES		243.21	0.76%
CLEANING		33.55	0.10%
CONTENT MANIPULATION		115.36	0.36%
GENERAL DEMOLITION		3,209.04	9.97%
DRYWALL		249.05	0.77%
FINISH CARPENTRY / TRIMWORK		167.68	0.52%
FIREPLACES		1,918.87	5.96%
FRAMING & ROUGH CARPENTRY		528.00	1.64%
HEAT, VENT & AIR CONDITIONING		257.07	0.80%
INSULATION		183.80	0.57%
LIGHT FIXTURES		30.96	0.10%
INTERIOR LATH & PLASTER		463.99	1.44%
PAINTING		924.49	2.87%
ROOFING		16,601.75	51.56%
SCAFFOLDING		810.00	2.52%
O&P Items Subtotal		26,171.81	81.28%
Material Sales Tax	@ 6.000%	658.44	2.04%
Overhead	@ 10.0%	2,683.06	8.33%
Profit	@ 10.0%	2,683.06	8.33%
Cleaning Sales Tax	@ 6.000%	2.41	0.01%
Total		32,198.78	100.00%

## Minimum Charges vs. Service Charges

The key distinction between a labor minimum and a service charge is that the minimum charge includes time (labor) needed to actually perform the work, while the service charge does not. Service charges, as defined, include only the drive-time and mobilization fees which are applied in many cases regardless of the amount of work being done.

## General Contractor and Subcontractor Overhead and Profit

When Xactware surveys prices from contractors in the field, the unit prices the contractors provide are intended to be inclusive of costs and fees associated with performing the task, but exclude any general overhead and profit percentage.

While most often what is referred to as overhead and profit (O&P) is general overhead and profit paid to the general contractor, there is an additional category of O&P that is often not mentioned: this is the O&P required by the subcontractor who performs the work.

The unit prices published by Xactware should include the general contractors cost to either perform the work with in-house employees or to hire a subcontractor.

Because subcontractors incur their own overhead and also desire a profit, it can be reasonably assumed that the unit prices published by Xactware include the subcontractors O&P, but do not include the general contractors O&P.

## Summary:

When used, general overhead and profit is most commonly added to the end of the estimate as a percentage of the total job; therefore, the general overhead and profit percentage is not included within the unit prices published by Xactware.

Subcontractor's O&P is intended to be included within the unit prices.

GALLANT & PARLOW, P.C.

*attorneys at law*

ONE PENN CENTER • SUITE 1270  
1617 JOHN F. KENNEDY BOULEVARD  
PHILADELPHIA, PA 19103



7013 1710 0002 2177 1079



02 1P  
0003166754 MAR 26 2015  
MAILED FROM ZIP CODE 19103

State Farm Fire & Casualty Company  
One State Farm Plaza  
Bloomington, IL 61710-0901

617100901





22000062099ST00

# **CORPORATE HDQ B-3**

COOK, JASON  
Alias : JOWG  
Dept# : 10080383330  
Dept : CORPORATE LAW  
Phone : 3097350796

Pallet #: 22JC00K033015033015

Carrier #: USPS  
Tracking #: 70131710000221771079  
Reference #:

## **---ALERT INFORMATION---**

Alert #:  
Instructions:

## **---ADDITIONAL INFORMATION---**

3/30/2015 9:22:32 AM

